

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-014
ANNUAL REQUIREMENTS FOR
PLUMBING SERVICES FOR REPAIR & RECONSTRUCTION
OF TWO (2) INCH & SMALLER WATER SERVICES

DATE: March 13,2006

CONTRACT PERIOD: March 15,2006 thru March 14,2007

CONTRACTOR: Dworak Plumbing, Inc.
140 North 1st St., Suite C
Lincoln, NE 68508

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Richard J. Dworak
Telephone No.: 402/435-2150
FAX No.: 402-435-4951
E-Mail Address:ddworak@alltel.net

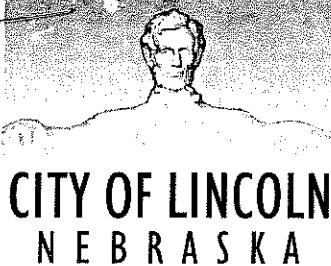
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Description	Price
1. LABOR RATES:	
1a. Master plumber for repair & reconstruction of water supply pipe, service pipe, stop box & interior plumbing	\$50.00
1b. Apprentice plumber for repair & reconstruction of water supply pipe, service pipe, stop box & interior plumbing	\$50.00
1c. Registered Grade 6 Operator for testing & repairing backflow assemblies associated with requested repair work	\$50.00
2. MATERIAL COSTS:	
2a. 3/4" copper water service pipe, Type K	\$1.51
2b. 1" copper water service pipe, Type K	\$1.97
2c. 3/4" curb stop box	\$30.00
2d. 1" curb stop box	\$40.00
2e. 1 1/2" copper water service pipe, Type K	\$3.09
2f. 2" copper water service pipe, Type K	\$5.52
2g. 3/4" flared coupling	\$6.50
2h. 1" flared coupling	\$10.00
3. EQUIPMENT RATES:	
3a. Tractor/Backhoe	\$75.00
3b. Air Compressor	\$25.00
3c. Directional Boring Machine	\$50.00
3d. Backflow assembly testing equipment	

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #75761
Dated: 3/13/06



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

January 5, 2006

Dworak Plumbing, Inc.
140 North 1st St., suite C
Lincoln, NE 68508

COPY

ATTENTION: Richard J. Dworak

RE: ANNUAL REQUIREMENTS FOR PLUMBING SERVICES FOR REPAIR & RECONSTRUCTION OF TWO (2) INCH AND SMALLER WATER SERVICES, SPECIFICATION NO. 04-014.

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning **March 15, 2006 thru March 14, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. Please return the original letter (faxed copy of this letter is not acceptable) and a current insurance certificate back to our office by **January 13, 2006**, for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of **Insurance** must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

If your company should choose **not** to renew this contract in it's original form, please state *on your letterhead* the **reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Company Name
140 N 1st St Suite C
Company Address
403-435-2130
Phone No.
402-435-4951
FAX No.
ddworak@att.net
E-Mail Address
Richard J Dworak
By(print)
president
Title
1-9-06
Date

Signature

Official City Use Only

Dated this 8th day
of March 2006

Coleen J Seng, Mayor

**AGREEMENT
FOR
PLUMBING SERVICES FOR REPAIR AND RECONSTRUCTION OF
TWO (2) INCH AND SMALLER WATER SERVICES**

THIS AGREEMENT, made this 24th day of February, 2004, by and between Dworak Plumbing, Inc., hereinafter referred to as Contractor, and the CITY OF LINCOLN, NEBRASKA, hereinafter referred to as City.

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide certain plumbing services; and

WHEREAS, Contractor desires to perform said plumbing services for the City in accordance with the terms and conditions herein provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. All plumbing repair services shall be provided at the unit prices indicated below. Pricing shall include transportation, mobilization, permits, overhead and profit:

Item	Unit	Price
1.1 Labor Rates:		
1.1.1 Master plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing.	Hour	\$50.00
1.1.2 Apprentice plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing.	Hour	\$50.00
1.1.3 Registered Grade 6 Operator for testing and repairing backflow assemblies associated with requested repair work. (Not a condition for bid award)	Hour	\$50.00
1.2 Material Costs:		
1.2.1 3/4" copper water service pipe, Type K	L.F.	\$1.51
1.2.2 1" copper water service pipe, Type K	L.F.	\$1.97
1.2.3 3/4" curb stop box	Ea.	\$30.00

Item	Unit	Price
1.2.4 1" curb stop box.	Ea.	\$40.00
1.2.5 1-1/2 copper water service pipe, Type K	L.F.	\$3.09
1.2.6 2" copper water service pipe, Type K	L.F.	\$5.52
1.2.7 3/4" flared coupling	Ea.	\$6.50
1.2.8 1" flared coupling	Ea.	\$10.00
1.3 Equipment Rates:		
1.3.1 Tractor/Backhoe	Hour	\$75.00
1.3.2 Air Compressor	Hour	\$25.00
1.3.3 Directional Boring Machine	Hour	\$50.00
1.3.4 Backflow assembly testing equipment (Not a condition for bid award)	Hour	\$ _____

2. The term of the agreement shall be one (1) year with options to renew for two (2) additional, one (1) year agreements.
3. It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
4. Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
5. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
6. Contractor shall provide insurance in accordance with the attached "Insurance Clause to be used for All City Contracts".
7. Mr. Lonnie Rech, Assistant Superintendent of Water Service, (phone no.(402)441-5923, or his designated representative, shall be the City's agent responsible for the administration of this agreement.

8. WORK REQUIREMENTS

- 8.1 Work performed under this agreement shall be under the supervision of a master plumber licensed in accordance with Chapter 24 of the Lincoln Municipal Code.
- 8.2 All permits required by the City for the performance of work shall be secured and paid for by the Contractor. The Contractor shall comply with all local codes and ordinances applicable to the work.
- 8.3 The Contractor shall comply with all applicable provisions of the City of Lincoln Standard Specifications for Municipal Construction and with Lincoln Standard Plans.
- 8.4 All excavation and backfill shall comply with the provisions of Chapter 20.03 of the Lincoln Standard Specifications for Municipal Construction.
- 8.5 A Registered Grade 6 Operator shall perform testing and maintenance of backflow assemblies in accordance with Chapter 17 of the Lincoln Municipal Code, when required, while performing the specified work.
- 8.6 The Contractor shall start work within twenty-four (24) hours of notification by the City agent or his representative.
- 8.7 The scope of work for each service call shall be approved and accepted by the designated Lincoln Water System representative and Contractor shall not be entitled to additional compensation beyond the agreed upon scope unless further authorization is obtained.
- 8.8 Service work performed by Contractor under the terms of this agreement shall carry a two (2) year warranty for materials and workmanship.
- 8.9 All invoices for service work performed under this agreement shall be submitted to Lincoln Water System, Service Section, 2021 N 27 Street, Lincoln, Nebraska.
 - 8.9.1 Each service call shall be invoiced separately. Contractor's invoices shall include job site location, date of service, fully itemized list of rates and quantities listed in Section 1, and total amount due.
 - 8.9.2 Invoices shall be submitted for payment within thirty (30) days of work being performed.
- 9. No minimum or maximum amount of work is guaranteed by the City as part of this agreement.
- 10. If the City chooses to issue multiple contracts, work shall generally be requested based on lowest price and Contractor's ability to meet the required completion schedule assigned by the City's designated representative.

11. This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.

Dated this 22 Day of March, 2004

ATTEST:



City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

CONTRACTOR

Dworak Plumbing, Inc.

Company Name

140 North 1st St., Suite C

Address

Lincoln, Nebraska 68508

City

State

Zip

By:

Signature

Witness

(Seal)

Richard J. Durrell President

Print Name

Title

**Specifications for
Plumbing Services for Repair and Reconstruction of
Two (2) inch and Smaller Water Services**

1. SCOPE OF AGREEMENT

- 1.1 The City of Lincoln desires to retain one or more qualified plumbing contractors to perform water service repairs during the term of the agreement.
- 1.2 The term of the agreement shall be one year with options to renew for two (2) additional, one (1) year agreements.
- 1.3 The attached sample agreement serves as the specifications, and describes the requirements of the City and the Contractor.

2. AGREEMENT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor must execute a written agreement between the Contractor and the City.
- 2.2 Also within such time period, the Contractor must furnish a certificate of insurance with the executed agreement in accordance with the requirements of the attached "Insurance Clause to be used for All City Contracts".

3. BIDDING PROCEDURE AND AWARD OF BID

- 3.1 Refer to the attached Instructions to Bidders.
- 3.2 Insurance Requirements as spelled out in the Insurance Clause must be met before any contract will be signed and before any work can proceed.
- 3.3 A list of equipment and manpower availability shall be submitted with your bid proposal.

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MISCELLANEOUS PLUMBING SERVICES

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Plumber			
Journeyman Plumber			
Plumber's Apprentice			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____

BY: _____

ADDRESS: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

f:/files/sharpurc/spec03/UPQ Misc Plumbing Serv.qpw

DATE: _____